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ORACLE

ORACLE PARTNERNETWORK
EMBEDDED SOFTWARE LICENSE DISTRIBUTION AGREEMENT

This Embedded Software License Distribution Agreement ("agreement") includes the terms and definitions set out below and any orders and/or monthly reports you submit. This agreement is not effective until accepted by Oracle. If accepted, Oracle will notify you and the terms of this agreement will govern.

A. Agreement Definitions

"You" and "your" refer to the entity that has entered into this agreement with ***[Insert Local Country Oracle Subsidiary]*** ("Oracle") to distribute the programs with the application package and your majority owned subsidiaries. You warrant that you have the authority to bind your majority owned subsidiaries to the terms of this agreement and any applicable order with Oracle and/or report and further warrant that you shall be responsible for a breach of such terms by your majority owned subsidiaries.

The term "application package" refers to your application program, described in the applicable application package registration form, into which the programs are embedded, and that is distributed to an end user. You must complete a separate application package registration form for each application package.

The term "application program" refers to the application program or physical device developed by you which is developed to run on the programs and complies with the following requirements: (1) the application program or physical device must be commercially available and must be included in your standard product catalog or price list; (2) the application program or physical device must be accompanied by end user documentation; and (3) the application program or physical device must be commercially available to multiple end users and must not be intended for the exclusive use of a specific end user or group.

The term "distribution rights" refers to the right to duplicate the programs you obtain from Oracle to distribute to an end user embedded with the application package under the terms of this agreement.

The term "embedded" refers to the following requirements, with which the application package must comply:

(i) The programs must be packaged, installed, and configured as an integrated component on the application program's product media or set of media. When loading the software, the application software must launch the programs silently. If the Oracle Universal Installer (OUI) is available as an installer for one or more of the programs then those programs must be installed by the OUI in silent mode. The application package must include pre-set configurations for the programs you are embedding. The end user must not be permitted to install or configure the programs separately and independently from the application package;

(ii) The application program must be designed and developed by you to eliminate program administration tasks by the end user by including all program administration functions within the application program. You may not customize the application package for a single end user or a group of end users. All administration scripts including startup, shutdown, and backup are to be provided by you within the application program. The end user must not be permitted to access the programs directly but rather only through the application program;

(iii) All information from the programs must be accessed by the end user either through prepackaged reports, or add hoc reports that are developed by you, and included in the application package, which do not require or permit the end user to navigate the underlying data schema. If you include Oracle or third party reporting tools in the application package, such tools must be embedded in the application package pursuant to the terms of this agreement;

(iv) If the application package must interface with another application or database, the end user is not permitted to directly access the database or use Oracle-supplied APIs to establish the transfer of data. To transfer data, you must set up predefined APIs unique to the application package and management of the data transfer must be done through the application program;

Global Sample

(v) If you include Oracle or third party database tools in the application package, such tools must be embedded in the application package pursuant to the terms of this agreement. The end user may not be permitted to use such tools to access the programs directly, rather all access must be provided by you within the application program;

(vi) You may embed Internet Application Server Java Edition with your application program under the terms of this agreement at no charge only if your application package uses the OC4J J2EE Server as a component of your application package;

(vii) Program upgrades must be certified and distributed as a component of the application package and the end user shall be unable to upgrade the database or other Oracle program technology versions as a separate component;

(viii) As you deem necessary, you will provide customer service, support, and education for all program operations to the end user. If you discontinue providing customer service, support, or education for your application package to the end user, Oracle will not be obligated to provide ongoing service, support, or education to the end user. You will notify Oracle of your intention to discontinue any support services provided by you to the end user;

(ix) Only you can access the programs directly for purposes of technical assistance to your end user and such access is limited to providing technical assistance, including troubleshooting, problem resolution, and support assistance. You shall not provide remote or onsite program administration tasks on behalf of the end user that are otherwise prohibited under the terms of this agreement;

(x) The embedded programs and the application program must be priced together on your standard price list and on the end user's invoice as the price of the application package, and must not be distributed separately; and

(xi) The application program(s) described on the applicable application package registration form and with which the programs are embedded must not be distributed under any other Oracle distribution agreement.

The term "end user" refers to a third party that is licensed to use the application package with the programs for its own business operations subject to the terms of an end user license agreement as further provided for in this agreement.

The term "end user license agreement" refers to a legally binding written agreement (a) granting an end user the right to use the programs, (b) which is compliant with the terms of this agreement, and (c) which becomes effective upon the execution of an order between you and an end user.

The term "Oracle PartnerNetwork" refers to Oracle's partner program that provides access to specified Oracle services, tools and resources. You can access the Oracle PartnerNetwork at http://partner.oracle.com.

The term "programs" refers to the versions of the software products owned or distributed by Oracle and set forth on the Oracle Embedded Product and Royalty Matrix which you order from Oracle for development, trial, or demonstration purposes as provided below, and for distribution to an end user embedded with the application package as provided in this agreement, including program documentation and any program updates acquired through technical support. The term "programs" does not include any Oracle applications programs or any programs which are not included on the Oracle global price list. You may access the Oracle Embedded Product and Royalty Matrix at http://partner.oracle.com (you must log in, select Membership or Manage Membership and then Agreements & Policies).

The term "program documentation" refers to the program user manual and program installation manuals.

The term "services" refers to technical support or other services which you have ordered.

The term "technical support" consists of annual technical support services you have ordered for the programs as defined in Oracle's technical support policies in effect at the time such technical support is ordered.

Global Sample

B. Distribution Rights

You must be a member of the Oracle PartnerNetwork in order to distribute programs. Oracle grants you a nonexclusive, nontransferable right to duplicate the programs you order from Oracle under this agreement and a nonexclusive right to distribute such programs to end users pursuant to an end user's order to you as part of the application package. Prior to distributing programs, you must obtain an order from the end user for the programs ordered, which order and programs shall be subject to a valid end user license agreement. You may distribute only the programs for which you have previously acquired a supported development license. Each distributed program must be used only for the internal business operations of the end user and must be used only in conjunction with the application package. Each distributed program shall be subject to the terms of this agreement and the terms provided in the end user license agreement. You may distribute the application package to yourself or your affiliated entities and you or such entity shall be considered an end user under this agreement provided that (1) the total fees paid to Oracle for such programs do not exceed 20% of the total fees paid to Oracle under this agreement, (2) you comply with the requirements of Section I (License Agreement), and (3) you report such distribution in accordance with Section H (Reporting). The programs must be embedded with your application program and distributed with your application program and cannot be provided separately. Program documentation for the programs you order and distribute is delivered with the programs, or the documentation may be accessed online at http://oracle.com/contracts. Oracle shall inform you of any notices that are related to third party software components (including open source software) that are included in a program and that Oracle is required to distribute with such programs. These notices shall be provided to you in at least one of the following ways, at Oracle's sole discretion: (a) automatically installed with the programs; (b) in the program documentation; or (c) via a supplemental list. You shall reproduce all third party notices in an appropriate location in the application package and/or in its related documentation, as required by the applicable notices or as otherwise directed by Oracle. Some programs also may include any source code Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this agreement. You must provide the following legend on the sign on screen of the application package, or if the application package is a physical device, you must provide the legend on the label for the media containing the programs and your application program: "The programs included herein are subject to a restricted use license and can only be used in conjunction with this application."

Oracle may request that you acquire any third party, royalty-free license offered generally to the public that Oracle, in its reasonable discretion, determines may be necessary to avoid a claim of infringement for distribution of any program or other Oracle software either by Oracle or by you under the terms of this agreement. In the event you fail to acquire such license, Oracle may terminate this agreement with respect to the relevant program(s) and/or other software on thirty (30) days written notice, and whether or not this agreement is terminated, Oracle shall have no obligation to indemnify you under Section K (Indemnification) for any claim of infringement that would have been avoided by the acquisition of such license.

C. Development Licenses

You may order development licenses for the programs for your use pursuant to which Oracle grants you a nonexclusive, nontransferable limited license to use the programs to (a) demonstrate, develop or prototype hardware or software products or services for potential commercial distribution with programs, (b) provide technical support for employees and end users solely in connection with the application package, and (c) provide training for the application package to employees and end users who have licensed the application package. Development licenses may not be used for the purpose of developing or administering hardware, software products, or providing services specific to an end user regardless of whether you receive any fees for doing so, unless you are prototyping or providing a proof of concept to secure an end user's intent to purchase Oracle programs. Your use of the development licenses shall be subject to the terms of this agreement and the terms provided in the applicable order with Oracle.

D. Trial Licenses

Oracle grants you a nonexclusive license for you and your distributors to distribute to end users a combined total of 50 trial licenses at any one time for the end users' own internal evaluation purposes (and not for development, prototype, training or technical support purposes). Trial licenses shall be for 30 days and shall be subject to the terms of this agreement and the terms provided in the order. If your end users want to use programs for which they have obtained a trial license for more than 30 days, they must obtain an appropriate license and pay the appropriate fees; you must pay Oracle a fee for any trial licenses that you distribute that extend for more than 30 days. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties for these programs.

E. Demonstration Licenses

You may order demonstration licenses for the programs for your use pursuant to which Oracle grants you a nonexclusive, nontransferable (except with respect to your distributors as provided in this agreement) license for you and your distributors to use the programs to (a) demonstrate the programs to potential end users solely in connection with the application package and (b) provide training for employees and end users solely in connection with the application package. Demonstration licenses shall be subject to the terms of this agreement and the terms provided in the applicable order with Oracle.

F. Distributors

You may appoint distributors to distribute the programs embedded with your application package as provided under the terms of this agreement. Distributors have no right to make copies of the programs and shall obtain all programs from you. Each distributor must be subject to a legally binding written agreement between you and the distributor that (a) allows the distributor to distribute the application package to end users, (b) contains or incorporates provisions which are equivalent to the terms of this agreement, and (c) permits you to audit your distributors' activities under such agreement and report such activities to Oracle or assign your right to audit the distributors' activities to Oracle. In addition, the agreement with your distributors shall require the distributors to distribute the programs subject to terms that are consistent with the terms of this agreement. Any distribution of the programs by your distributors shall be subject to an end user license agreement between you and the end user as set forth in Section I (License Agreement) of this agreement. You shall keep the appointment of each distributor (its name and address) and executed distributor agreements for Oracle to inspect upon request. You shall defend and indemnify Oracle from all claims and for all damages arising out of the activities of your distributors.

G. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to you resulting from the services. You and each end user may make a sufficient number of copies of each program for the licensed use and one copy of each program media. You may permit your agents and contractors to use the programs for the demonstration and development purposes set forth herein, subject to the terms of this agreement and you are responsible for their compliance with this agreement in such use.

Third party technology may be necessary for use with some Oracle programs and is specified in the program documentation; specific files (which are identified in the program documentation) of such third party technology (collectively the "Open Source Technology") may be included on the same medium or as part of the download of Oracle programs you receive, but is licensed under the Mozilla Public License, Common Public License, GNU Lesser General Public License, Netscape Public License or similar royalty-free/open source license (collectively, the "Open Source Licenses").

This agreement does not modify or abridge any rights or obligations you may have in Open Source Technology under applicable Open Source Licenses; however, to the extent that Open Source Technology is incorporated into an Oracle program, your rights and remedies under this agreement with respect to such Open Source Technology (i.e. indemnification) shall apply, but only for your use of the Oracle program that is in compliance with the terms of this agreement and with the terms of any relevant Open Source License. Any use of Open Source Technology outside of your licensed use of applicable Oracle programs is subject to the rights and obligations under such third party technology's Open Source License. Open Source Technology programs that are separate from Oracle programs are provided as a courtesy to you and are licensed solely under the relevant Open Source License. Any distribution by you of code licensed under an Open Source License, whether alone or with the Oracle program, must be under the Open Source License.

You may not:

- duplicate and/or distribute the programs unless embedded with the application package;
- use the programs for your own business operations except as provided in this agreement;
- remove or modify any program markings or any notice of Oracle's or its licensors proprietary rights;
- rent, lease, or timeshare the programs, or provide subscription services for the programs, or permit your end user to do so (unless Oracle expressly permits such access for the specific program license the end user has acquired), or distribute the programs in any manner except as provided under this agreement;

- cause or permit reverse engineering (unless required by law for interoperability), disassembly, or decompilation of the programs;
- disclose results of any program benchmark tests without Oracle's prior written consent;
- engage in any conduct that may be detrimental to Oracle or to the programs;
- enter into any agreement which requires you to take any actions that are in conflict with the terms of this agreement;
- permit end users to install the programs separately and independently from the application package; or
- provide end users access to, or permit end users to make use of any program APIs supplied by Oracle.

Oracle reserves any rights not expressly granted to you under this agreement.

H. Reporting

In connection with your distribution activities under this agreement, you shall submit monthly reports for programs distributed with the application package to Oracle Corporation or to any majority owned subsidiary of Oracle Corporation, whichever entity has executed this agreement (both of which are referred to in this agreement as an "Oracle group company") within 20 days of the last day of the month in which the application package is distributed to the end user. You must submit a monthly report even if you do not owe any fees to Oracle for a particular month. In each monthly report you shall provide the following: (1) for those application packages that embed the programs into a physical device: the name of the programs licensed; the name, including date or version, of the applicable end user license agreement; the name, including the date or version, of your agreement with Oracle under which the programs are being distributed; the applicable license metrics, quantity, and term designation; the date of the end user's order; and the total license and technical support fees payable to the Oracle group company for that month; (2) for those application packages that embed the programs into a software package, the name and address of the end user; the name, including date or version, of the applicable end user license agreement the name, including the date or version, of your agreement with Oracle under which the programs are being distributed; the location to which the programs will be shipped; the date of the end user's order; the name of the programs licensed; the applicable license metrics and quantity; term designations; and the total license and technical support fees payable to the applicable Oracle group company for that month. Your monthly report must be complete when submitted to Oracle and may not (a) require any concessions (including requiring Oracle to perform any obligations or to incur any liability not set forth in your monthly report) or (b) be changed after it is submitted to Oracle. Oracle may require that you complete its most current standard ordering and/or reporting documentation which Oracle will make available to you via the Oracle PartnerNetwork website. Notwithstanding anything to the contrary herein, with Oracle's prior written approval, you may submit orders to the applicable Oracle group company for programs and/or services ordered and/or distributed instead of submitting monthly reports.

Upon request, you will provide Oracle with a copy of the end user license agreement, and any amendments and documents that together with the end user license agreement form the complete end user license agreement, and any ordering documents or purchase agreements between you and the end user related to the order, with any information reasonably deemed confidential or proprietary removed as the information set forth in such end user license agreement will not be considered confidential information. At a minimum you must provide information related to the programs, including but not limited to, the end user's name, the programs distributed, the number of users, the license levels, the license grant to the end user, any definitions related to licensing metrics, the date of the order, and any other information reasonably requested by Oracle.

Where (i) the acquisition of programs and/or technical support is financed or leased, or (ii) the end user license agreement or order refers to any payments other than net 30 day payment terms, then you will comply with Oracle's financing and leasing policies which can be accessed at http://partner.oracle.com (you must log in, select the Home tab, and select the Manage Your Membership portlet) by ensuring that the end user and any funder have received those policies, and where applicable, have acknowledged that they will comply with those policies.

If Oracle makes an online ordering and/or reporting system available to you, you may place an order or submit a monthly report electronically via email, or through a system designated by Oracle ("online system"). You shall be responsible for designating authorized individuals to submit online electronic orders and/or monthly reports on your behalf ("authorized users") for Oracle programs through the online system. Authorized users will have the ability to access and submit orders and/or submit monthly reports through a userid and assigned passwords for the online system. You warrant that the authorized users have the capacity and authority to submit orders and/or submit monthly reports for Oracle programs and to enter into contracts on your behalf, and you acknowledge and agree that Oracle may treat any orders and/or

monthly reports that are submitted via email or to the online system using your userid and passwords as orders on your behalf. You agree to take all reasonable steps to ensure the security of the online system userid and passwords and to ensure that unauthorized users do not access or enter the system using your userid and passwords. For any orders placed and/or monthly reports submitted by you for which you issue a purchase order in the ordinary course of your business, you must submit a physical copy of the applicable purchase order to Oracle with your order. Oracle reserves the right to accept or decline any order submitted via email or the online system. Oracle will not be bound by any terms and conditions that you attach or otherwise include in your order and/or monthly report. You agree to waive any future challenge to the validity and enforceability of any order and/or monthly report submitted via email or the online system on the grounds that it was electronically transmitted and authorized. ***[This paragraph may be localized as needed.]***

I. License Agreement

It is your responsibility to ensure that any distribution of the programs and/or services to an end user is subject to a legally binding end user license agreement for the programs and/or services that you distribute to the end user. The end user license agreement must, at a minimum: (1) restrict use of the programs to the scope of the application package and to the internal business operations of the end user; (2) prohibit (a) the transfer of the programs except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device; (b) the end user from assigning, giving, or transferring the programs and/or any services ordered or an interest in them to another individual or entity (and if your end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services); (c) timesharing, service bureau, subscription service, or rental use of the programs; and (d) title to the programs from passing to the end user or any other party; (3) prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs and prohibit duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media; (4) disclaim, to the extent permitted by applicable law, Oracle's liability for any damages, whether direct, indirect, incidental, or consequential, arising from the use of the programs; (5) require the end user, at the termination of the agreement, to discontinue use and destroy or return to you all copies of the programs and documentation; (6) prohibit publication of any results of benchmark tests run on the programs; (7) require the end user to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws; (8) notify the end user that the programs are subject to a restricted license and can only be used in conjunction with the application package and that the end user is not permitted to modify the programs; (9) not require Oracle to perform any obligations or incur any liability not previously agreed to between you and Oracle; (10) permit you to audit your end user's use of the programs and report such use to Oracle or to assign your right to audit the end user's use of the programs to Oracle; (11) designate Oracle as a third party beneficiary of the end user license agreement ***[This requirement may be localized as needed]***; (12) exclude the application of the Uniform Computer Information Transactions Act ***[This requirement may be localized as needed]***; and (13) inform the end user that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement. You may allow your end users to permit agents or contractors to use the programs on their behalf for the purposes set forth in the end user license agreement, subject to the terms of such agreement provided that such end users are responsible for such agents and contractors compliance with the end user license agreement in such use. You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required contractual terms set forth above in each end user license agreement between you and an end user. Oracle is a third party beneficiary of any end user license agreement between you and the end user, but does not assume any of your obligations thereunder, and you agree that you will not enter into any end user license agreement that excludes Oracle as a third party beneficiary and will inform your end users of Oracle's rights. ***[This sentence may be further localized if necessary.]***

You agree to inform Oracle promptly if you are aware of any breach of an end user license agreement. You agree to enforce the terms of an end user license agreement between you and an end user if Oracle requests you to do so to protect its interest, or, at Oracle's request, to assign to Oracle or its designee the right to enforce such agreement.

J. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program will operate in all material respects as described in the applicable program documentation for one year after delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year after delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days

from performance of the defective services described in the order with Oracle.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

K. Trial Programs Included With Demonstration and Development License Orders

Oracle may include additional programs with an order for demonstration and development licenses which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend training provided by you or a third party on the content and/or functionality of the programs. You will have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs. If you decide not to obtain a license for any programs after the 30-day trial period, you will cease using and will delete any such programs from your computer system. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

L. Indemnification

If a third party makes a claim against you or an end user that any program infringes their intellectual property rights, Oracle, at its sole cost and expense, will defend you and the end user against the claim and indemnify you and the end user from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- notify the General Counsel, Oracle Legal Department, promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and assistance Oracle needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the program to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for the applicable program and refund any fees you may have paid for it and any unused, prepaid technical support fees you have paid for the licenses. Oracle will not indemnify you or an end user if you or an end user alter a program or use it outside the scope of use identified in the user documentation or if you or an end user use a version of the program which has been superceded, if the infringement claim could have been avoided by using an unaltered current version of the program which was provided to you. Oracle will not indemnify you to the extent an infringement claim is based upon a program not provided by Oracle. Oracle will not indemnify you or an end user to the extent that an infringement claim is based upon the combination of any program with any products or services not provided by Oracle. Oracle will not indemnify you or an end user for infringement caused by you or your end user's actions against any third party if the Oracle program(s) delivered to you and used in accordance with the terms of this agreement do not infringe any third party intellectual property rights. If a third party makes a claim against Oracle that a program, when used in combination with any product or services provided by you, infringes their intellectual property rights, and such claim would have been avoided by the exclusive use of the program, you will indemnify Oracle. This section provides your exclusive remedy for any infringement claims or damages.

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M. Technical Support

You may order annual technical support for development licenses and demonstration licenses for the programs. If ordered or renewed, annual technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided for supported program licenses during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable services. You may access the current version of the technical support policies at http://oracle.com/contracts.

You are responsible for providing all technical support services to distributors and end users. Any technical support questions Oracle receives from end users will be referred to you. You shall have the right to provide technical support for the programs to end users, including you or your affiliated entities if you have distributed the application package to you or such entities, provided that you continually maintain technical support for your development licenses and subject to your payment to Oracle of the applicable annual fees for technical support set forth in Section O (Fees and Taxes) below. If you provide technical support services to an end user for an application package then you must report such services to Oracle in accordance with Section H (Reporting) above.

Upon expiration of this agreement, you may continue to provide technical support to end users provided that (a) the agreement was not terminated due to your breach of a material term of the agreement; (b) you continuously maintain technical support for the development licenses; (c) you pay all applicable fees and comply with the reporting requirements set forth in this agreement, and (d) you maintain your membership in the Oracle PartnerNetwork. As set forth above, such support is provided under Oracle's technical support policies in effect at the time the services are provided. After expiration of the agreement, renewal fees for end user technical support shall be invoiced by Oracle annually in advance. Fees for technical support shall be due and payable in advance thirty (30) days from date of invoice.

Technical support is effective upon shipment or delivery by you to the end user, or if shipment or delivery is not required, upon the effective date of the order with Oracle, unless otherwise stated in your order with Oracle. If your order was placed through the Oracle Store or other online ordering system, the effective date is the date your order was accepted by Oracle.

You or your distributor will be responsible for any assistance needed to install the application package at end user sites. In addition to technical support (as discussed above), you are responsible for providing all training and consultations to distributors and end users and any related questions Oracle receives from end users will be referred to you.

N. Term and End of Agreement

This agreement shall begin on the effective date specified herein unless you accept the terms of this agreement online, in which case the effective date shall be as set forth in an email from Oracle confirming Oracle's acceptance of this agreement. The term of this agreement shall continue for 2 years. You must keep your membership in the Oracle PartnerNetwork current in order to distribute the programs. If your membership in the Oracle PartnerNetwork expires or is terminated, you will not be permitted to distribute programs until your membership is made current. When this agreement expires or terminates, in order to keep distributing the programs, you must execute the then current version of Oracle's distribution agreement and the agreement will be subject to acceptance by Oracle, and Oracle may require you to complete certain training and assessment requirements at no charge to Oracle's satisfaction. If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. If Oracle ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as sums remaining unpaid for programs and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under Section L (Indemnification), you must pay within 30 days all amounts for such license which have accrued prior to such end, as well as all sums remaining unpaid for services related thereto received under this agreement plus related taxes and expenses. In addition, if Oracle terminates this agreement as provided under this section, Oracle also may terminate your use of programs, access to technical support and other services ordered as well as the Oracle PartnerNetwork agreement and your membership in the Oracle PartnerNetwork. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30-day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use the programs and/or services ordered. The end users' rights to use the programs properly distributed by you under this agreement shall survive termination of this agreement, unless such

rights are otherwise terminated in accordance with the applicable license agreement. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, ethical business practices, and others which by their nature are intended to survive.

O. Fees and Taxes

You may place an order or submit a monthly report for programs and/or services with the Oracle group company that has executed this agreement. You agree to pay the applicable Oracle group company a fee for each order placed for programs and/or services ordered and/or distributed under this agreement, as specified in the applicable order with Oracle and/or report. You also agree to pay the applicable Oracle group company a fee for every application package with which the programs are embedded regardless of an end users prior possession or pre-existing license of these programs unless you are shipping Updates for which you are paying fees to Oracle as specified herein. Fees for programs and/or technical support will be paid directly to the entity which entered this agreement and to which you submit monthly reports. You will not be relieved of your obligation to pay any fees owed to Oracle by the nonpayment of such fees by your end user. You are free to determine the fees charged to an end user for program licenses and services. At your option, fees payable to the applicable Oracle group company for programs distributed to end users with the application package will be equal to either option (a) 20% of the applicable license fee for each individual program based on the Oracle global price list in effect at the time you issue a quote or option (b) the percentage shown in Oracle's Embedded Product and Royalty Matrix of the applicable standard license fee for the application package based on your standard commercial price list in effect at the time you issue a quote, incorporated in this agreement, and such fees owed to Oracle will not take into account any discounts you have offered to your end users. You must indicate which option will apply to the application package in the applicable application package registration form. You may access Oracle's Embedded Product and Royalty Matrix at http://partner.oracle.com (you must log in, select Membership or Manage Membership and then Agreements & Policies).

In addition, with regard to fees for technical support you provide to end users for perpetual or term licenses of the programs, you agree to pay the applicable Oracle group company a technical support fee as set forth on Exhibit A. Technical support may be available to the end user on the date you ship the application package, or the date you distribute the application package to the end user, if shipment is not required. If technical support is provided by you to an end user, you must pay technical support fees to Oracle and the term for which you must pay fees to Oracle for such technical support shall begin on the last day of the month in which the application package is shipped, or distributed if shipment is not required, and if renewed, on that date in each subsequent year thereafter. If the end user does not continuously maintain technical support for the application package, you will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the end user wants to reinstate technical support. Fees for technical support are due and payable annually in advance.

You must select one of the above fee options for each application package by completing the Application Package Registration Form attached hereto and your selection will be in effect for the term of this agreement. If you select option (a), to access the Oracle global price list, you must log into the OPN web site at http://partner.oracle.com (you must log in, select the Home tab, and select the Manage Your Membership portlet) to view the Oracle global price list. It is your responsibility to access the Oracle global price list to obtain current information. If you select option (a), if Oracle's global price list changes after you issue a valid written quote for program licenses to an end user, for 90 days after the date you submit the quote to the end user, the fee applicable to the programs identified in the quote shall be based on the global price list in effect on the date you submit the quote. If you select option (b), you will provide Oracle with a copy of your current standard commercial application package price list at least twice a year so that Oracle may verify the fees due and payable to Oracle.

Except as provided herein, all fees payable to the applicable Oracle group company (including fees for annual technical support which you provide to end users) are due within 20 days of the last day of the month in which the application package is distributed to the end user. If you submit a purchase order to Oracle, fees payable under such purchase order are due within 30 days of the date of the purchase order. All applicable fees payable to the applicable Oracle group company for demonstration licenses and development licenses you order are due within 30 days of the invoice date. You also agree to pay any sales, value-added or other similar taxes imposed by applicable law that the applicable Oracle group company must pay based on the programs and/or services you ordered and/or reported, except for taxes based on Oracle's income. You agree that you and your end user have not relied on the future availability of any programs or services in entering into the payment obligations in your order and/or monthly report; however, (a) if you order technical support for programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under your

ordering document, if-and-when available, in accordance with Oracle's then current technical support policies and (b) the preceding sentence does not change the rights granted to you for any program licensed under your order and/or monthly report, per the terms of your order and/or monthly report and this agreement. Oracle reserves the right to check your credit rating periodically during the term of this agreement and to modify these payment terms in the event that there is a material change in your credit rating. Fees listed in this agreement are exclusive of value added tax and/or similar sales taxes. Such taxes shall be charged at the appropriate rate by the applicable Oracle group company in addition to its stated fees and shall be shown separately on the relevant invoice. Upon your submission of an order and/or monthly report to the applicable Oracle group company, this payment obligation is non-cancelable, and the sum paid is nonrefundable, is not subject to set-off for any reason, and is not subject to the completion or occurrence of any event after the date your order and/or monthly report is submitted to Oracle.

P. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with the terms of this agreement or disclosing the confidential information to a federal or state governmental entity as required by law.

Q. Trademarks and Copyrights

You are authorized to use Oracle's trademarks and service marks (the "Oracle trademarks") to refer to the associated Oracle products and services. Your use of the Oracle trademarks shall comply with Oracle's trademark usage guidelines in effect from time to time, and all goodwill based upon use of the Oracle Trademarks shall inure to Oracle's benefit. Oracle's trademark usage guidelines, incorporated in this agreement, are subject to change. You may access Oracle's trademark usage guidelines at http://partner.oracle.com (you must log in, select the Home tab, and select the Manage Your Membership portlet). You agree not to use Oracle trademarks (including "ORACLE") or potentially confusing variations (including "ORA") as a part of your product name(s), service name(s), company name or domain name(s). In marketing, promoting, or licensing the programs, you agree to make it clear that Oracle is the source of the programs. You shall include on all copies of the programs used or distributed by you:

A. A reproduction of Oracle's copyright notice; or
B. A copyright notice indicating that the copyright is vested in you containing the following:
    1. A "c" in a circle and the word "copyright";
    2. Your name;
    3. The date of copyright; and
    4. The words "All rights reserved."

Such notices shall be placed on the documentation, the sign-on screen for any software incorporating the programs, and any media containing the programs.

R. Relationships between Parties

In all matters relating to this agreement, you will act as an independent contractor. This agreement does not create a partnership, joint venture, agency, employee/employer, lobbyist/lobbyist employer relationship, or franchisee/franchisor relationship between the parties. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's right to independently develop or

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distribute software that is functionally similar to the other party's product, so long as proprietary information of the other party is not included in such software or used to create such software.

S. Privacy

To the extent this agreement provides Oracle the right to access information concerning your customers/end users, or to the extent that you provide Oracle with personal information relating to any employees under this agreement, you agree to have provided all relevant notices or obtained any consents required to enable you to share this information with Oracle. Oracle will only use the information in manners consistent with those specified in this agreement, required to accomplish its purposes, or otherwise stated at the time Oracle collects such information. Any such information provided may be maintained by Oracle in data centers in the United States and may be accessible by Oracle's global personnel as required for business purposes.

Information you receive from Oracle in connection with this agreement may contain personally identifiable information concerning Oracle's partners, customers, prospects and/or employees. You agree that such information is Oracle confidential information and that you will use such information solely in connection with efforts related to the sale of Oracle products or services and for the limited purpose(s) for which it was provided by Oracle. You confirm that you have reviewed Oracle's Privacy Policy, which is located at http://partner.oracle.com and you agree that your practices and policies with regard to the use of such information are consistent with this policy. You agree to destroy or return this information upon conclusion of its authorized use under this Agreement. The requirements of this paragraph do not apply to your relationships with pre-existing end users or to independently developed relationships with prospective end users.

From time to time, the parties may exchange information regarding marketing and sales opportunities through Oracle's Partner Management application. If we participate in opportunity management using Oracle's Partner Management application, both parties agree to use any such information in compliance with Oracle's Partner Management Opportunity Routing Policy, and all information exchanged regarding sales opportunities must be prequalified by the providing party. You may access the current version of Oracle's Partner Management Opportunity Routing Policy at http://partner.oracle.com (you must log in, select Program Members, then refer to Membership section).

T. URLs

It is your responsibility to regularly monitor all applicable URLs referenced in this agreement. You confirm that you have access to the Internet and confirm that prior to entering into this agreement you have read the policies on the websites referenced above and agree to the terms and conditions set out in those policies. You undertake that you will visit the websites referenced above on a regular basis so that you are aware of any amendments Oracle may make to those policies from time to time.

U. U.S. Government End Users

Oracle programs, including documentation, delivered to U.S. Government end users are "commercial computer software" pursuant to the applicable Federal Acquisition Regulation ("FAR") and agency-specific supplemental regulations. As such, use, duplication, disclosure, modification, and adaptation of the programs, including documentation, shall be subject to the license and license restrictions set forth in this agreement, and, to the extent applicable, the additional rights set forth in FAR 52.227-19, Commercial Computer Software – Restricted Rights (June 1987).

V. Ethical Business Practices

You acknowledge and agree that you and your owners, directors, officers, employees or agents have not, and will not, make or promise to make payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, for the purpose of obtaining or retaining business or securing any improper advantage, or to any other person or entity if such payment would violate applicable laws or treaties of the country in which made or the laws of the United States of America. You agree to comply with the terms of the Oracle Partner Code of Conduct and Business Ethics, which is available at http://partner.oracle.com (you must log in, select the Home tab, and select the Manage Your Membership portlet). You agree that any violation of this section constitutes just cause for the immediate termination by Oracle of this agreement without any liability to you. You will also indemnify and hold Oracle and its parent company harmless from any claims, losses and liabilities resulting from any breach of any of your obligations under this section. The obligations under this section shall survive the termination or expiration of this agreement.

W. Entire Agreement

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You agree that this agreement and the information which is expressly incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order and/or monthly report, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and services. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any order with Oracle shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the programs and/or services ordered. This agreement and any order with Oracle may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through an Oracle online ordering system by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

X. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER OR MONTHLY REPORT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES YOU PAID ORACLE UNDER THIS AGREEMENT AND IF SUCH DAMAGES RESULT FROM YOUR USEOF PROGRAMS OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICES UNDER THIS AGREEMENT GIVING RISE TO THE LIABILITY

Y. Export

Export laws and regulations of the United States and other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use and distribution of the programs (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export regulations). You agree that no data, information, programs, and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

Z. Other

1. This agreement is governed by the substantive and procedural laws of ***[insert "the State of California" or local country name]*** and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to this agreement. ***[This section may be further localized as needed.]***

2. If you have a dispute with Oracle or if you wish to provide a notice under Section L (Indemnification) of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: ***[insert local Oracle subsidiary name and appropriate mailing address – ok to include "Attn: General Counsel" or something similar]***

3. You may not assign this agreement or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs and/or any services.

4. Except for actions for nonpayment or breach of Oracle's proprietary rights in the programs, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

5. You agree that the sales process that you use complies with applicable procurement regulations (if the end user is a government entity) and that you will keep accurate books and records in connection with the activities under this agreement. Upon 45 days written notice, Oracle may audit your use and distribution of the programs and your activities under this agreement. Any such audit shall not unreasonably interfere with your normal business

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operations. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information, including but not limited to relevant books, records, agreements, servers, technical personnel, and reporting systems. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights and underpaid fees. If you do not pay, Oracle can end your technical support, licenses and this agreement or may choose not to accept your application to renew this agreement at such time of renewal. Upon Oracle's request, you agree to audit end user(s) and/or distributors and report the findings to Oracle, or assign your right to audit end user(s) and/or distributors to Oracle. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with this audit.

6. The Uniform Computer Information Transactions Act does not apply to this agreement or any order or monthly report hereunder. ***[This sentence may be deleted outside the U.S.]***

AA. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided

BB. License Definitions and Rules

Your use and distribution of the programs is subject to the license definitions and rules, which are incorporated in this agreement, and which are available at http://partner.oracle.com (you must log in, select the Home tab, and select the Manage Your Membership portlet) and the applicable ordering document. These license definitions and rules are subject to change, and may contain additional terms regarding the licensing metrics and other rules applicable to the programs but do not modify the terms applicable to your right to distribute the programs.

The effective date of this Agreement shall be _____, 200_ *[to be completed by Oracle*]

PARTNER:		ORACLE	***[OR LOCAL ORACLE SUBSIDIARY NAME]***
PARTNER ADDRESS:			
PARTNER FAX NO.:			
Authorized Signature:		Authorized Signature:	
Name:		Name:	
Title:		Title:	
Signature Date:		Signature Date:	
Agreement No.:		*[to be completed by Oracle]*	

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THIS DOCUMENT IS FOR REVIEW PURPOSES ONLY AND IS NOT EXECUTABLE

EXHIBIT A

Technical Support Fees

1. The following fees are expressed as a percentage of cumulative net license fees for every year you provide support to end users for the application package*:

License Term	Software Update License and Support
Perpetual	19%
5 year term	27%
4 year term	32%
3 year term	38%
2 year term	55%
1 year term	95%

* The “cumulative net license fees” are the total fees paid or payable by you to Oracle for distribution of the programs pursuant to this agreement.

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EMBEDDED SOFTWARE LICENSE APPLICATION PACKAGE REGISTRATION FORM

This Registration Form must be completed in its entirety by the Partner. Any distribution rights granted will be limited to the Application Package detailed on this form and may not be combined with any additional functionality or additional application programs. A separate Registration Form is required for each application package that is functionally unique. Additional information on Oracle's Embedded Software Licenses can be found on the OPN website at http://partner.oracle.com under the Manage your Membership portal.

Once the Registration Form is complete and signed by you and Oracle, it will be attached to the executed Embedded Software License Distribution Agreement.

Date Submitted:	
Effective Date:	
Application Packages Covered under Agreement	1 of

Partner (Company) Name:		**Partner Contact Name:**	
Partner Address:		**Partner Contact Title:**	
OPN Status: *(Partner, Certified, or Certified Advantage)*		**Partner Phone Number:**	
ESL Distribution Status: *(Renewal or Initial Registration)*		**Partner Contact Email Address:**	

Oracle Programs to be Embedded *(please enter the name of each Oracle program included in each application package distributed to end users. Please refer to the Oracle Embedded Product and Royalty Matrix and ensure you enter the correct program name in its entirety. Please refer to the Oracle global price list for product dependencies.):*			

Oracle programs that are NOT distributed under this Agreement but are distributed under another Oracle Distribution Agreement for the Application Package *(please list all agreements and products which apply):*		
Full Use Distribution Agreement	Effective Date of Agreement:	Oracle Programs Distributing with Application Package:
Application Specific Full Use Distribution Agreement	Effective Date of Agreement:	Oracle Programs Distributing with Application Package:

Please choose ONE of the following Fee Options *(the fee you choose will be in effect for the term of this agreement)***:**	
	20% of the applicable license fee for each program based on the most current Oracle global price list
	The royalty rate percentage shown in the Oracle Embedded Product and Royalty Matrix of the partner's list price based on the Partner's most current price list
	No charge for embedding only Internet Application Server Java Edition

Application Information *(please provide the information requested below)***:**	
Name of Application Package:	
Application or Device description (please provide as much detail as possible):	
Functions and objectives of the application package (please provide as much detail as possible):	
Are the Oracle Programs embedded in a physical device? *(yes or no)*	
Is this application comprised of separate application modules or components that are offered separately to end users?	
How does the application use the Oracle programs?	
Do you provide technical support on the application or device to your end users?	
Does your application run on JAVA? *(yes or no)*	
Target markets and users:	
If renewing the Distribution Agreement for this application package, please highlight any changes in your application package since the last Agreement was signed:	

Application Package Details *(please answer yes or no to the questions below and provide a detailed explanation in the space provided):*		
	Y/N	Please Explain:
Are the Oracle programs being packaged as an integrated component on the application's program's media? Please explain how the application package will be delivered to the end user.		
Can an end user install the Oracle programs independently from the application package? Please explain how installation is performed.		
Do you provide resources to install the application package at the end user?		
If you provide more than one pre-set program configuration, please explain the different configurations. Can the end user configure the Oracle programs outside the installation process?		
Is the application program designed and developed to eliminate the database or other embedded program administration tasks for the end user? Please describe how the end user will manage ongoing program management (backup/recover, space management, user management).		
Are there any instances where the end user will need to access the programs directly? If yes, please explain the situations. Examples of database operations include creating database objects (user set up, table creation, space management), as well as initiating start up, shutdown, and back up.		
Does the application package include reports or other tools for the end user to access information from the database? If yes, please explain how the end user will be permitted to access such information.		
If the application must interface with another application or database, please explain how the end user will manage the transfer of data.		
If you are embedding IAS Java Edition, does your application package include the OC4J driver?		
If you are embedding the Internet Application Server, will you or the end user develop or deploy any pages or software components that are not included in the application package? If yes, please explain.		
Is the end user permitted to upgrade or update the Oracle program versions as a separate component to the application package?		
Are you providing support, customer service or		

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education for all Oracle program operations to the end user?		
Are you providing any administrative services to the end user?		
Does the end user require any consulting services to implement the application package?		
Will your distributors need to make copies of the application package in order to distribute it?		

PARTNER:		ORACLE	***[OR LOCAL ORACLE SUBSIDIARY NAME]***
PARTNER ADDRESS:			
PARTNER FAX NO.:			
Authorized Signature:		Authorized Signature:	
Name:		Name:	
Title:		Title:	
Signature Date:		Signature Date:	
Agreement No.:		*[to be completed by Oracle]*	

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